

TFC Contract No. 18-048-000
Walker Parking Consultants/Engineers, Inc.
Assignment No. 3
Project No. 18-018-5732

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
WALKER PARKING CONSULTANTS/ENGINEERS, INC.**

TFC CONTRACT NO. 18-048-000

ASSIGNMENT NO. 3

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 3

(hereinafter referred to as "Assignment No. 3" or "Assignment") is entered into by and between the Texas Facilities Commission, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as "TFC") and Walker Parking Consultants/Engineers, Inc., located at 700 Lavaca Street, Suite 1400, Austin, Texas 78701 (hereinafter referred to as "PSP") (TFC and PSP are hereinafter referred to individually as a "Party" or collectively as "Parties"), to be subject to the terms and conditions that follow:

DESCRIPTION OF PROJECT: The project for which PSP agrees to provide Professional Services is generally described as providing a water intrusion assessment at the Sam Houston Building located in Austin, Texas (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-3," PSP's IDIQ Assignment No. 3 Proposal dated July 11, 2019, attached hereto and incorporated herein for all purposes and consisting of five (5) pages.

DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 3 shall be completed no later than August 31, 2020, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 3.

SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 3.

SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 3 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

FEE FOR BASIC SERVICES: Fee for the services set forth in this Assignment No. 3 shall not exceed the sum of Twenty-One Thousand Five Hundred and No/100 Dollars (\$21,500.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the

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previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR:

For this Assignment No. 3, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as "Exhibit B-3."

TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

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ENTIRE AGREEMENT AND MODIFICATION: The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

This Assignment shall be effective as of the date of the last Party to sign.

TEXAS FACILITIES COMMISSION

**WALKER PARKING CONSULTANTS/ENGINEERS,
INC.**

By: 
B1C9FC0A8020417...

Mike Novak

Executive Director

Date of execution: 08/15/2019 | 6:49 AM CDT

By: 
711E18A3D75A421...

Alfredo E. Bustamante

Principal & Director of Restoration

Date of execution: 08/14/2019 | 4:30 PM PDT

 GC

 Dir

 DED

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EXHIBIT A-3

PSP'S IDIQ ASSIGNMENT NO. 3 PROPOSAL DATED JULY 11, 2019

TFC Contract No. 18-048-000

Exhibit A-3

Assignment No. 3



2603 Augusta Drive, Suite 1550
Houston, Texas 77057
281.280.0068
walkerconsultants.com

July 11, 2019

Daniel Yen
Project Manager
Facilities Design & Construction
Texas Facilities Commission
1711 San Jacinto Boulevard
Austin, Texas 78701

*Re: Proposal for Water Infiltration Investigation at Basement Northwest Corner
Sam Houston Office Building
1711 San Jacinto Boulevard.
Austin, Texas 78701*

Dear Mr. Yen:

Walker Consultants (Walker) is pleased to submit for your review this proposal for performing an investigation of water leakage issue at the basement of Sam Houston Office Building, located in Austin, Texas. This proposal provides an understanding of the project, objectives, and description of the proposed scope of services, schedule, fee, and conditions of agreement. This proposal is based on our initial site visit conducted on May 8, 2019 and status update discussion on July 11, 2019.

PROJECT UNDERSTANDING

The Sam Houston Office Building is an office building located at 1711 San Jacinto Boulevard in Austin, Texas. The building is approximately 147 feet tall with nine above-ground levels and one below-grade level. A tunnel extension was added to the below-grade level along the west elevation after the building's completion. The building is clad with stone masonry and tile claddings with punched window openings.

Ongoing reported water intrusion occurs at the building below-grade northwest corner during rain events. During Walker's initial site visit on May 8, 2019, the interior ceiling tiles and select interior finish along the basement walls were removed. The underside of the concrete slab at the basement level was visually obstructed by mechanical units. Catch pans were noted as a temporary measure to redirect a portion of the water intrusion to an internal drain pipe leading into an internal drain along the south elevation. However, the overwhelming amount of water intrusion continue to exist in Room B65. Select water intrusion was also reported at two mechanical rooms across hallway from Room B65.

OBJECTIVES

Walker's objective is to determine the potential leak source(s) by investigative openings made by the client and field water testing at the ground and basement level to attempt replicating the water intrusion. Walker will then prepare a brief written report highlighting our findings, conclusions, and conceptual repair recommendations during this condition assessment phase. Depending on Walker's findings and client's request, we can then propose

**WALKER**
CONSULTANTSSAM HOUSTON OFFICE BUILDING
MR. DANIEL YEN
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in-depth below-grade waterproofing evaluation or repair design phase where a set of construction repair documents will be generated for contractors to bid on. Walker also proposes to provide periodic site visits to observe the repair work during the construction phase to verify the installation is conducted per the project documents.

SCOPE OF SERVICES

Generally, restoration projects include the following four phases:

- Phase I – Limited Condition Assessment
- Phase II – Repair Design and Preparation of Construction Documents
- Phase III – Bidding of Repair Contract
- Phase IV – Construction Administration and Monitoring

This proposal outlines our services for all four phases. However, not knowing the specific remedial actions required and the extent of restoration involved, Phases II through IV can only be ascertained after completion of Phase I. While we will outline in this proposal a general idea of the Phases II, III, and IV services commonly required for projects similar to yours, we will only provide a detailed scope and pricing for the Phase I, Limited Exterior Cladding Condition Assessment. Based on our evaluation and subsequent remedial recommendations from Phase I, we can provide a proposal to perform consulting services in following phases per your request.

To achieve the project objectives of the **Phase I** Limited Condition Assessment, we propose the following scope of services:

PHASE I – LIMITED CONDITION ASSESSMENT

TASK 1 – REVIEWS AND INTERVIEWS

1. Review of available as-built architectural and structural drawings to get familiarized with the waterproofing tie-in design intent at the below-grade waterproofing and exterior wall cladding. We will also use copies of the floor plans to document our findings.
2. Interview building maintenance staff and review available maintenance records to obtain information regarding previously reported water intrusion at the northwest corner of the ground level and basement level.

TASK 2 – FIELD EVALUATIONS

1. Perform a limited visual evaluation of waterproofing at select interior investigative openings at the northwest corner. At the minimum, the mechanical units and catch pans above the ceiling tiles and interior finishes at the northwest corner along the basement wall in Room B65 should be removed to expose the underside of the concrete slab immediately adjacent to the northwest corner (minimum 3' by 3'). It is Walker's understanding that the client will retain and coordinate the services of a contractor to conduct the investigative openings to provide visual accessibility prior to Walker's on-site evaluation.
2. Perform a field modified flood testing to recreate the water intrusion of a rain event. Excavation by Owner-engaged contractor is required for approximately 3 feet below the existing landscaping surface along the north elevation at the Norwest corner and along the west elevation at the north 1-story bump-out (see attached floor plan). The budget for excavation, temporary waterproofing repair, and back-filling of the investigative opening is not included in this proposal.

**WALKER**
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SAM HOUSTON OFFICE BUILDING

MR. DANIEL YEN

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Walker's investigation schedule is dependent on the water source access. Walker will take reasonable measures to control water infiltration during our water testing, but we are not responsible for damages to finishes or organic growth. It is Walker's understanding that the client will retain and coordinate the services of a contractor to conduct the investigative openings excavation, temporary waterproofing repair, and back-filling during Walker's on-site field testing.

If further investigation is needed, additional evaluation during a rain event and/or field water testing can be conducted based on Walker's initial field evaluation results at Client's request along the above-grade exterior cladding and fenestration systems.

TASK 3 – ANALYSIS AND REPORT

1. Evaluate the data obtained from Tasks 1 and 2 to determine likely causes of observed water infiltration into the basement level to develop conceptual repair recommendations.
2. Provide a written report of our findings, conclusions, and conceptual repair recommendations.
3. Attend one teleconference meeting with the building management team to discuss the report findings and conceptual repair recommendations.

PHASE II – DESIGN OF REPAIRS AND PREPARATION OF CONSTRUCTION DOCUMENTS

Based on the recommendations from our Phase I report and subsequent discussion with the HOA, we will typically assist in Phase II to finalize the scope of repair work to be undertaken. We will then design the necessary repairs and prepare construction documents that would include repair details, quantities, and repair material specifications. As needed, we can also provide front end contractual documents for the repair work. We will sign and seal the repair drawings and meet the building officials of the local authority, as necessary.

PHASE III – BIDDING OF REPAIR CONTRACT

Depending on the extent of the necessary repairs, and after providing a list of qualified repair contractors that are experienced in similar type of repair work. We will disseminate the bid documents then conduct a pre-bid meeting with the interested contractors to answer any questions that they may have. As needed, we will issue addendums to make any further clarifications as needed.

After receiving the bids, we will evaluate and compare the bids and then provide you with our recommendation. In the event that you would like to negotiate the contract work with a specific contractor, we will provide the technical support for you during the negotiation.

PHASE IV – CONSTRUCTION ADMINISTRATION AND MONITORING

Walker will conduct a pre-construction meeting with the awarded contractor, going over specific conditions, working environments, and schedules. We will also conduct regular progress meetings, as required. The frequency will vary depending on the extent of the restoration project and the complexity of the repairs involved. Periodic on-site observation and monitoring will be made to ascertain that restoration is performed in general agreement with the intent of the repair documents. Field reports summarizing our observations and decisions made at the site will be prepared for each site visit.

Depending on the findings, Walker may recommend additional field observations and/or testing. Walker will inform you in this case, to receive approval prior to proceeding with any additional services. Once the scope of services for Phase I is completed, Walker will issue a separate proposal to develop repair documents and perform construction phase services, if warranted.

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SAM HOUSTON OFFICE BUILDING

MR. DANIEL YEN

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SCHEDULE

We are prepared to start the services outlined in the Scope of Services above within one week of written notice to proceed. We anticipate that the field tasks can take up to two days. The report can be prepared approximately within two weeks after the field tasks are completed.

PROFESSIONAL FEE

Walker proposes to perform services for **Phase 1** as outlined above for a lump sum fee of twenty-one Thousand and Five Hundred Dollars **(\$21,500)** including reimbursable expenses. At client's request, we will provide a proposal for Phases II thru IV once we complete Phase I. This fee does not include the cost of access equipment and personnel, or a contractor to make investigative openings and temporary/permanent repair at the exterior excavation or interior finish.

Thank you for requesting this proposal from Walker Consultants to provide these services to Texas Facilities Commission. Please don't hesitate to email or call if you have any questions/comments regarding this proposal.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in blue ink, appearing to read "Fan Feng".

Fan Feng, PE, CDT, RRO, REWO
Building Envelope Consultant

A handwritten signature in blue ink, appearing to read "Alfredo E. Bustamante".

Alfredo E. Bustamante, P.E. CDT
Vice President, Managing Director

Enclosures Basement Floor Plan with Markup
List of Contractor Project Manager and Subcontractor Form

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

TFC

Authorized Signature

Printed Name

Title

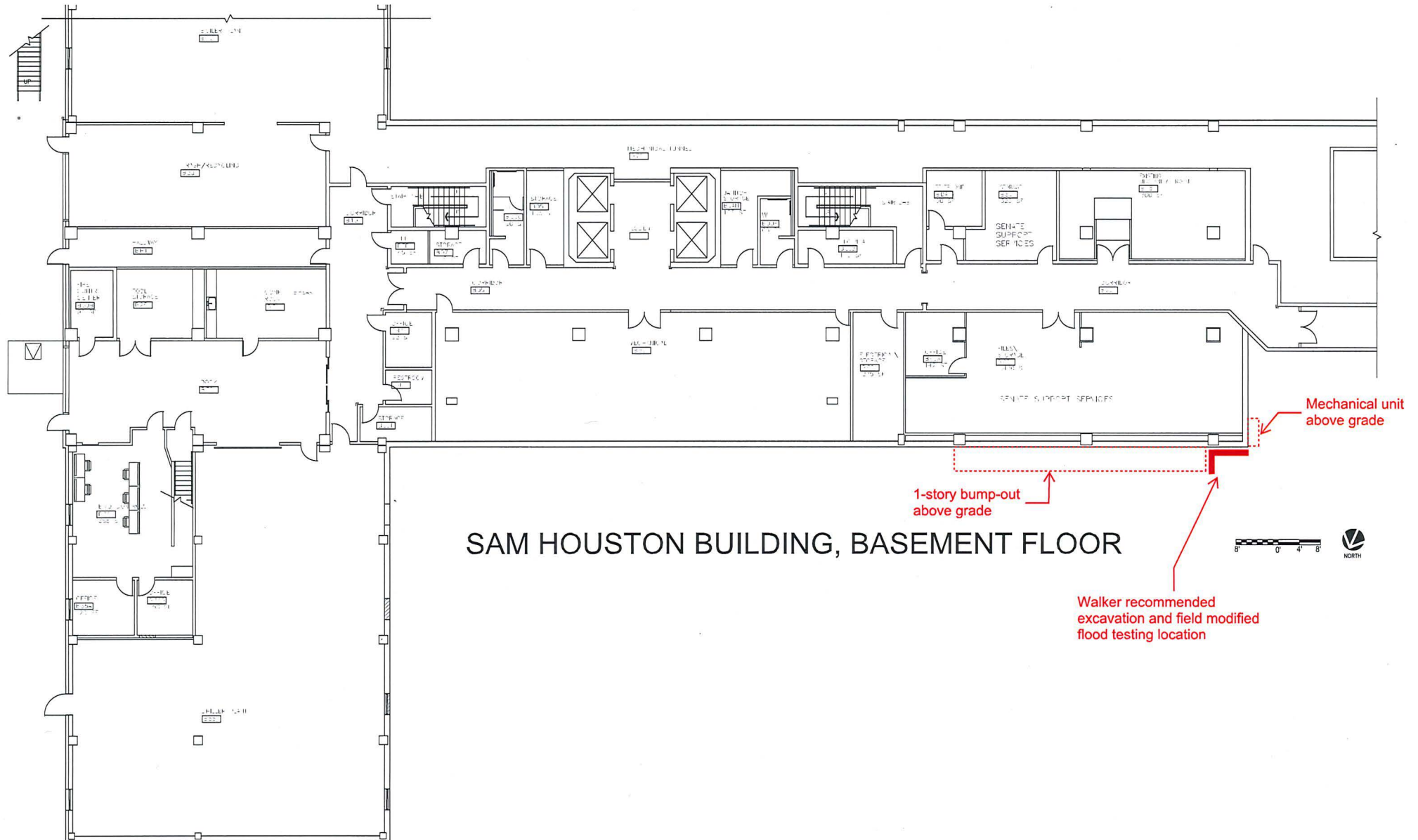
Date

Acceptance of this proposal is by execution of Assignment No. 3 to
TFC Contract No. 18-048-000.

TFC Contract No. 18-048-000

Exhibit A-3

Assignment No. 3



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EXHIBIT B-3

LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS

**LIST OF CONTRACTOR PROJECT MANAGER
AND
SUBCONTRACTORS
(Name, Address & Contact Person (Project Manager))**

A. Project Manager:		Name: Fan Feng Company Name: Walker Consultants Address: 2603 Augusta Dr. Suite 1550, Houston, Texas Phone No.: 832.648.7406 Email: FFeng@walkerconsultants.com
B. Subcontractors:		
	1.	Name: Company Name: Address: Phone No.: Email:
	2.	Name: Company Name: Address: Phone No.: Email:
	3.	Name: Company Name: Address: Phone No.: Email: